

there is some scope left on which to rest a presumption of satisfaction.

The witness Benjamin Carr says, that about February, 1825, "he had a conversation with the defendant Walter Harrison relative to the agreement between him and Westeneys and Pattison for the purchase of a tract of land called Hunt's Mount in Anne Arundel County: that the defendant commenced the conversation by informing him that Pattison and Moreton had laid down the land, and that they were now contending for it; that the first payment which he, Harrison, had made, was made in tobacco; after which payment there was a dispute took place between Pattison and Westeneys, each forbidding him, Harrison, from making any further payment to the other; and Harrison said he afterwards deposited the purchase money for said land in the bank." This testimony, which has not been in the slightest degree impeached, does most satisfactorily, when taken in connexion with all the circumstances of this case, repel the presumption, and account for the delay. *Pow. Mort.* 392. Payment was not urged because of the dispute between those who were to receive; while that controversy continued, the defendant might have been very unsafe in paying to either of them; and therefore it was to his advantage to wait until they united in the demand or made it in this way by a suit, or in such other form so as he could be assured the payment might be safely made.

Whereupon it is decreed, that the defendant Walter Harrison, on or before the 26th of September next, pay or bring into this Court to be paid to the said plaintiffs, Joseph Moreton, administrator *de bonis non* of John Westeneys, and to James I. Pattison, administrator *de bonis non* of James Pattison, to each * one
503 an equal moiety of the sum of \$4,641.21, with legal interest on \$1,501.20, part thereof, from this day until paid or brought in, together with all the costs of this suit incurred by each of the said complainants: and, that on the defendant's failing to pay or bring into Court the said sum of money with interest and costs as aforesaid, the property in the proceedings mentioned be sold for payment thereof; that Augustus E. Addison be and he is hereby appointed the trustee, &c. &c.

In pursuance of this decree the land was sold, and the sale having been finally ratified, on the 30th June, 1829, the proceeds were paid to the plaintiff Moreton, to whom they were shewn to belong exclusively, in consequence of the other plaintiff Pattison having received satisfaction to an equal amount.